

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

10615

BRITISH MARINE PLC.

07 CV

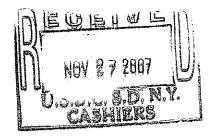
ECF CASE

Plaintiff.

- against -

BELARUSSIAN SHIPPING CO., TRASER ALLIANCE LID., DEKKER LIMITED, FORSBERG AND CO. LLP. and RIMEX LTD. C/GT GROUP LTD.,

Defendants.



VERIFIED COMPLAINT

Plaintiff, BRITISH MARINE PLC, (hereafter referred to as "BM" or "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendants, BELARUSSIAN SHIPPING CO. (hereinafter referred to as "BSC", TRASER ALLIANCE L'TD., DEKKER LIMITED, FORSBERG AND CO. LLP. and RIMEX LTD. C/GT GROUP LTD. (collectively referred to herein as "Defendants") alleges, upon information and belief, as follows:

- ą, This is an admiralty and maritime claim within the meaning of Rule ! (h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of maritime contract of charter. This matter also arises under the Court's fed ral question jurisdiction within the meaning of 28 United States § 1331 and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. § 201 et seq.) and/or the Federal Arbitration Act (9 U.S.C. § 1 et seq.).
- At all times material to this action, Plaintiff was, and still is, a foreign corporation, 2. or other business entity, organized under, and existing by virtue of foreign law and was at all

material times the disponent owner of the motor vessel "MEDI NAGASAKI" (her inafter the "Vessel").

- 3. Upon information and belief, Defendant BSC was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of the laws of the Republic of Bellarus with a place of business at Minsk, Bellarus and was at all material times the Charterer of the Vessel.
- 4. Upon information and belief, Defendant TRASER ALLIANCE was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of foreign law with a place of business in Belize City, Belize and was at all material times an alias and/or paying agent, funding agent, or receiving agent of the Defendant BSC.
- 5. Upon information and belief, Defendant DEKKER LIMITED was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of foreign law with a place of business in Auckland, New Zealand and was at all material times an alias and/or paying agent, funding agent, or receiving agent of the Defendant BSC.
- 6. Upon information and belief, Defendant FORSBERG AND CO. LLF was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of foreign law with a place of business in London, England and was at all material times an alias and/or paying agent, funding agent, or receiving agent of the Defendant BSC.
- 7. Upon information and belief, Defendant RIMEX LTD. C/GT GROUP LTD. was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of foreign law with a place of business in Auckland, New Zealand and was at all material times an alias and/or paying agent, funding agent, or receiving agent of the Defendant BSC.

A 'disponent owner' controls the commercial operations of a vessel having taken the vessel on charter from the registered owner of the vessel. The disponent owner usually time charters the vessel from the registered owner and then sub-charters the vessel to charterers.

- 8. By a charter party dated August 15, 2007 Plaintiff time chartered the Vessel to Defendant BS 3 for 1-3 laden voyages in charterer's option for a total duration of 7: -90 days and a maximum of 95 days in charterer's option. A copy of the fixture recap evider cing the charter party is attached hereto as Exhibit 1.
- 9. Plaintiff delivered the Vessel into the service of the Defendant BSC at Nemmat Bay, Turkey and has fully performed all duties and obligations under the charter party.
- 10. The charter party requires Defendant BSC to pay to Plaintiff the vessel charter party hire (rate of \$60,900 per day) 15 days in advance.
- 11. The maximum duration of the charter party required Defendant BSC to re-deliver the Vessel to Plaintiff no later than November 26, 2007.
- 12. Disputes have arisen between the parties regarding BSC's failure to 3 ay in full all charter party hire and other charges and costs, due and owing to Plaintiff under the charter party contract.
- 13. As best as may be presented estimated the Vessel will not be re-delivered to the Plaintiff until December 8, 2007.
- 14. As a result of BSC's breach of the charter party due to its failure to pay all hire and other charges and costs, Plaintiff has sustained damages in the total principal arrount of \$76.2,340.14, exclusive of interest, arbitration costs and attorneys fees. Attached hereto as Exhibit 2 is a copy of Plaintiff's hire statement with a basis for vessel re-delivery on December 8, 2007.
- 15. Pursuant to the charter party, disputes between the parties are to be submitted to arbitration in London subject to English law. BM specifically reserves its right to arbitration of its claims against BSC. BM is preparing to commence London arbitration against B3C.

- 16. This action is brought in order to obtain jurisdiction over BSC and also to obtain security for BivI's claims and in aid of arbitration proceedings.
- 17. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law. Section 63 of the English Arbitration Act of 1996 specifically allows for recovery of these items as part of an award in favor of the prevailing party. As best as can now be estimated, I laintiff expects to recover the following amounts at arbitration as the prevailing party:

A.	Principal claim -Statement of Account	\$762,34(.14;
B.	Estimated interest on claim - 3 years at 7.5% compounded quarterly:	\$190,368.82;
C.	Estimated arbitration costs:	\$150,000; and
D,	Estimated attorneys' fees and expenses:	\$200,000.00.
lotal:		\$1,302,708.96.

- 18. It is not general practice in the maritime community, nor any where else, for independent companies to make large payments on behalf of other independent companies.

 However, during the charter party, Defendants TRASER ALLIANCE LTD., DEKKER

 LIMITED, FORSBERG AND CO. LLP. and RIMEX LTD. C/GT GROUP LTD. have remitted charter party payments to the benefit of Plaintiff on behalf of Defendant BSC.
- 19. Upon information and belief, Defendant TRASER ALLIANCE LTD., DEKKER LIMITED, FOESBERG AND CO. LLP. and RIMEX LTD. C/GT GROUP LTD. make payments on BCC's behalf although they have no contractual obligation to BSC's creditors.
- 20. Upon information and belief, TRASER ALLIANCE LTD., DEKKER LIMITED.

 FORSBERG AND CO. LLP. and RIMEX LTD. C/GT GROUP LTD. are paying agents, funding agents and/or receiving agents of BSC such that TRASER ALLIANCE LTD., DEKKER

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LIMITED, FORSBERG AND CO. LLP. and RIMEX LTD. C/GT GROUP LTD. are now, or will soon be, holding assets belonging to BSC and vice versa.

- 21. In the further alternative, and upon information and belief, Defendants are affiliated companies such that TRASER ALLIANCE LTD., DEKKER LIMITED, FORSBERG AND CO. LLF. and RIMEX LTD. C/GT GROUP LTD. are now, or will soon be, holding assets belonging to BSC and vice versa.
- 22. In the further alternative, and upon information and belief, TRASER ALLIANCE LTD., DEKKER LIMITED, FORSBERG AND CO. LLP. and RIMEX LTD. C/GT GROUP LTD, are aliases of Defendant BSC.
- 23. The Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendants have, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendants.
- 24. The Plaintiff seeks an order from this Court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any assets of the Defendants held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendants and to secure the Plaintiff's claim as described above.

WHEREFORE, Plaintiff prays:

- A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Complaint failing which default judgment be entered against it;
- B. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intengible, or any other funds up to the amount of \$1,302,708.96 belonging to, due or being transferred to, from, or for the benefit of the Defendants, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishees to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;
- C. That the Court retain jurisdiction to compel the Defendant to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 et seq.;
- D. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which mey be initiated in the fixture, including any appeals thereof;
- E. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court;

- F. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and
- G. That the Plaintiff has such other, further and different relief as the Court may deem just and proper.

Dated:

New York, NY

November 27, 2007

The Plaintiff,

BRITISH MARINE PLC

Charles E. Murphy Cw 2125

Patrick F. Lennon

Kevin J. Lennon

LENNON, MURPHY & LENNON, LLC

420 Lexington Avenue, Suite 300

New York, NY 10170

(212) 490-6050 - phone

(212) 490-6070 - facsimile

cem@lenmur.com

pfl@lenmur.com

kil@lenmur.com

ATTORNEY'S VERIFICATION

State of New York)			
	}	SS.:	City of Ne	w York
County of New York)		*	

- 1. My name is Charles E. Murphy.
- 2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
- 3. I am a partner in the firm of Lennon, Murphy & Lennon, LLC attorn by for the Plaintiff.
- 4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, in formation and belief.
- 5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
- 6. The source of my knowledge and the grounds for my belief are the starements malle, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
 - I am authorized to make this Verification on behalf of the Plaintiff.

Dated: New York, NY November 27, 2007

Charles E. Murphy

EXHIBIT 1

Kevin J. Lennon

From:

Fix at British Marine Plc [fix@britmarine.co.uk]

Sent:

Thursday, August 16, 2007 12:53 AM

10:

operations; Harish at OBC; Ketty at OBC; Paul Gregory

Subject:

Fw BSC/MEDI NAGASAKI - Clean Fixture Recap- Cp date 15th Aug

Affacilments: OBC QUESTIONNAIRE 1.DOC; MEDI SYDNEY-NAGASAKI CP.TIF

l ar All

- 1 :ase se: how fixed Niv Medi Nagasaki next yoy
- i der created n messages moved.

इं≀ द

- - Original Message ----
- I no: "Declan De Val' < handy.uk@maerskbroker.com>
-] : "Ocean Bulk Carri :rs" <ffx@oceanbulk.co.uk>
- i at: 16 August, 2007 1:46 AM
- 5 bject: ISC/MEDI NAGASAKI
- > UF: DDV5400819
- > DATE: 15-08-2007
- > TME: 20:16:03 (GN:T)

> "ROM MAERSK BROKER (UK) LIMITED

> ESPEN/DECLAN

> LE:BSC/MEDINACASAKI

> VE ARE PLSD TO CONFIRM WE ARE CLEAN FIXED TODAY 15 AUG 2007 WITH FULL

> :ECAFITULATION AS FOLLOWS:

> ALL NEGOS AND EVENTUAL FIXTURE TO BE KEPT ABSOLUTELY PRIVATE AND

> CONFIDENTIAL

> CP DI:TAILS/FIGURES/HIRE ARE NOT TO BE MENTIONED IN THE BALTIC OR

ANY OTHER FIXTURE REPORTS

> FIXTURE DETAILS NOT TO BE REVEALED TO ANY THIRD PARTY

- > 4/V MEDI NAGASAKI
- > JBERIA FLAG, BUILT OSHIMA 3/03
- > 'ALL SIGN: DYKL (IMO NO.LR 9249271)
- > ID BULKER STRN 3HTND FOR CARRIAGE HEAVY CARGO N SUITABLE
- > 'CR ALTERNATE LOADING / HOLDS NOS 2-4 MAY BE EMPTY
- > 3.098 MTDWAT ON 12.16 MISSW (TPC 54,73)
- > 88.50 M LOA / 32.26 M BEAM / 17.15 M DEPTH
- > LASS: B.V.

GRT NRT 29,295/17,592

5HO 5HA (FRW/AFT FOLDING TYPE H/COVERS)

HOLDS CUBIC 65,416 GR / 65,295 BL

SPEED/CONS (IN SMOOTH WEATHER UP TO BF4/DSS3)

LADEN ABT 14.5 (B) / 13.8 (L) KN ON ABT 31.0 MT IFO 380 CST / NDAS

PORT CONSUMPTION:

DLF ABT 2.5 MT IFO (380 CST) + ABT 0.2 MT MDO

WOFKING CR / ABT 6.0 MT IFO (380 CST) + ABT 0.2 MT MIDO

CARGO GEARS

- 4X10 T SWL EL HYD DECK CRANES(BTWN HLDS1-2/2-3/3-4/4-5)

MAJ: OUTREAC I FM SHIPSIDE AT 30 MTSWL: 9.87 M

4 X 6/12 CBM GRABS EL/HYDR

: CONSTANT ABT 280 MT EXCL FW

FW CAP 340 MT

BUNKER CAP 1.835 MT IFO / 176 MT MDO (100 PCT)

: AUS!II HOLD LADDERS / WWF COMPLYING

ALL DETAILS ADOUT

AGUNTS NEMR JT BAY:

SARK EXPRESS SHIPPING AGENCY CO INC

TEL: +90 212 334 04 00

FAX: +90 212 251 21 98 / 292 96 53

EMAIL: sark@:arkexpress.com

PIC: Mr Claudic STAMBOLI

MI Henryk DRC WNIAK

- OWN TO ADV D MS HOLDS + HATCHES
- : OWIS TO ADVISE THE OWS FULL STYLE AND BANKING DETAILS FOR HIRE : PAYMENT

OR

- : A/C BELORUSSIAN SHIPPING CO., MINSK
- : 'MEDI NAGASALI' (AS DESCRIVED ABOVE)
- : DELY DLOSP NEMRUT BAY ATDNSHING
- : LCAN 22-29/AUC/2007
- : · HIRI: US\$ 60,900 PDPR INCLOT PAYABLE 15 DAYS IN ADVANCE, FIRST HIRE
- : AND BOD PAYABLE WITHIN 3 BANKING DAYS OF DELIVERY
- : 1-3 LADEN LEG! IN CHOPT, TOTAL DURATION MIN 75 DAYS/MAX 95 DAYS
- : IN CHOPT
- : RED3L DLOSP/PASSING ISP SINGAPORE/JAPAN RANGE ATDNSHING INCLUDING
- : FULL MALAYSIA, INDONESIA AND PHILIPPINES
- 2 BOD ABOUT 575 575MT IFO AND ABOUT 35/45MT MDO. ABOUT SAME QTTY
- : ON REDEL AS ON DELIVERY.
- : PRICIS BENDS U 3\$ 395PMT IFO AND US\$ 675PMT MDO
- : US\$ "00 PER HOLD IMHC
- : US\$ 5,500 ILOHO BOTH CASES EXCLUDING DUNNAGE REMOVAL/DISPOSAL/
- : RESIDUES (CHARTS WELCOME TO MAKE OWN ARRANGEMENTS PROVIDED
- : LAWFULL DIRECTLY WITH MASTER/CREW)
- 2 C/V/E US\$ 1300 P/MPR
- : NYPE 5.00PCT TIL INC 1.25PCT TO MAERSK BROKER

- OTHERWISE AS PER OWNS BTB C/P MV MEDI SYDNEY DATED 2/12/2003 WITH THE FOLLOWING ALTERATIONS AND AMENDMENTS:
- -FRESH WATER FEQUIRED BY MASTER FOR IMC TO BE FOR OWNERS ACCOUNT
- -LINE 109- REDEL NOTICES 25,20,15 AND 10 DAYS APPROX AND 7/5/3/2/1 DAYS DEF NOTICE

: CLAUSE 29-DELE IE

REPLACE WITH 'OWNERS GAURANTEE THAT VESSEL HAS ONBOARD VALID CAPACITY PLA,MID SHIP SECTION, TRIM AND STABILITY BOOKLET, LOADING MANUAL, GRAIN LOADING MANUAL'

CLAUSE 30-AS PER MAIN TERMS

CLAUSE 38-DELETE

CLAUSE 44-ADD THE MASTER TO BE INSTRUCTED TO USE HIS
BEST EFFORTS TO OBTAIN WRITTEN ACKNOWLEDGEMENT BY RESPONSIBLE PARTIES
CAUSING DAMAGE UNLESS DAMAGE SHOULD HAVE BEEN MADE GOOD IN THE
MEANTIME."

CLAUSE 47-DELETE

CLAUSE 52-AS PER MAIN TERMS

CLAUSE 56 - ADD PARAGRAPH AT END

'IT IS AGREED BETWEEN THE PARTIES THAT CHARTERERS ARE TO BE ALLOWED TO DEDUCT FROM H RE THE VALUE OF ANY UNDISPUTED SPEED UNDERPERFORMANCE AND/OR ANY BUNKER OVER CONSUMPTION."

CLAUSE 57-DELETE

CLAUSE 62-DELE: E AND INSERT NO DRYDOCKING EXCEPT IN CASE OF SMERGENCY

CLAUSE 63-AS PER MAIN TERMS

: CARCO/TRADING EXCL

: DLAUSE 52 CARGO EXCLUSIONS

- : AS PER LINE 46/51 OF ASBATIME, EXCLUDING ALL DANGEROUS, INJURIOUS,
- : NFLAMMABLE CARGOES REQUIRING CO2 FITTINGS AND/OR
- : ELECTRICAL-MECHANICAL VENTILATION, LIVESTOCK, TOBACCO, FISHMEAL,
- : 30NES, CONTAINERS ON DECK, SCRAP, TURNINGS, MOTOR BLOCKS/MOTOR SPIRIT.
- : LOGS EXCEPT SMALL LOGS OF MAXIMUM0 2 TONS PER UNIT, COTTON, BAGGED
- : RICE, BORAX, CREOSOTED GOODS, DIRECT REDUCED IRON ORE AND/OR PELLETS.
- : SPONCIE IRON, IRON BRIQUETTES, HOT/COLD BRIQUETTES IRON, SODA ASH,
- : RILPHUR IN BULK, CHARCOAL, SALT, SALT CAKE, CEMENT, PITCH/TAR/ASPHALT
- : N BULK, INDIAN COAL, BLACK POWDER, BLASTING CAPS, BOMBS,
- : DYNAMITE, TNT, ARMS, AMMUNITIONS, ACIDS, EXPLOSIVES, NUCLEAR AND
- : EADIOACTIVE PRODUCTS AND ITS WASTES, CALCIUM CARBIDE, CALCIUM
- TYPOCLORIDE, COPRA, SILICA SAND, NAPTHA, ANY KIND OF EXPELLERS
- : NCLUDING BUT I OT LIMITED TO SUNFLOWER SEEDS EXPELLERS, MACOYA

PELLETS, PYRITE IN BULK, PETROLEUM AND ITS PRODUCTS (BUT PETCOKE IS ALLOWED) CONCENTRATES ARE PERMITTED PROVIDED WITHIN I.M.O REGULATIONS AND WITH SHIPPERS T.M.L. (TRANPSORTABLE MOISTURE LIMIT) CERTIFICATE. AMMONIUM NITE AND AMMONIUM SULPHATE TO BE ALLOWED IF FERTILISER GRADE ONLY.

IF LM.O CLASSIFIED CARGOES ARE CARRIED, CHARTERERS/SHIPPERS SHALL PROVIDE MASTER WITH ANY EVIDENCE HE MAY REASONABLY REQUIRE TO SHOW THAT THE CARGO IS PACKAGED, ALBELLED, LOADED AND STOWED IN ACCORDANCE WITH LM.O. REGULATIONS, FAILING WHICH THE MASTER IS ENTITLED TO REFUSE TO LOAD IT.

: CLAUSE 63 TRADING LIMITS

WORLD WIDE TRADING VIA SAFE BERTHS/SAFE ANCHORAGES AND SAFE PORTS
ALWAYS SAFELY AFLOAT AT ANY TIME, ALWAYS WITHIN INSTITUTE WARRANTY
LIMITS, EXCLUDING CUBA, ISRAEL, TURKISH OCCUPIED CYPRUS, LYBIA,
CAMBODIA, NOR'TH KOREA, ALBANIA, SOMALIA, ETHIOPIA, ERITREA, ANGOLA,
SERBIA, SIERRA LEONE, CIS PACIFIC PORTS, LIBYA, IRAQ, LEBANON, SYRIA,
ANY COUNTRY UNDER UNITED NATIONS EMBARGO AND WARWARLIKE AREAS.

: IRADING ALWAYS SUBJECT TO BIMCO STANDARD WAR RISK CLAUSE FOR TIME
: CHARTERERS, 19:3, CODE NAME "CONWARTIME 1993" UNLESS THE POLITICAL
: HITUATION CHANGES, VESSEL NOT TO BE ORDERED TO/FROM TAIWAN DIRECTLY
: AFTEL OR PRIOR CALLING PEOPLE REPUBLIC OF CHINA UNLESS PROPER
: CLEARANCE ARR ANGED EN ROUTE.

/ESSEL IS NOT TO FORCE ICE OR TO FOLLOW ICE BREAKER.

IND OF RECAP

'LS CHECK THE SUBJECT RECAP AND CONFIRM BY RETURN THAT ALL TERMS AND
 'NONDITIONS AS ABOVE ARE IN LINE WITH OUR NEGOTIATIONS.

LS PROVIDE OWNS FULL STYLE AND BANK DETAILS ASAP

> 'LSD FROVIDE H+M CERTIFICATE BY 16 AUG 2007

> LS PROVIDE QUESTIONAIRE COMPLETED BY MASTER BY 1700HRS 17 AUG 2007

> IANY THANKS FOR YOUR GREAT SUPPORT AND LOOK FORWARD TO MORE BUSINESS
> VITH YOURSELF!

> IND REGARDS,

> IECLAN DE VAL > EL: +44 207 481 60 10 > IOB; +44 790 043 0337 > AX: +44 207 481 4686 > MAIL: HANDY.UK@MAERSKBROKER.COM

EXHIBIT 2

VESSEL	HIRE MV MEDI NAGAS/	statemen ^{(Ki}	it basis redel Charterers b	JVERY Elorus	8 DECEMB SSIAN SHIPPI	ER 2007 NG CO
Delivery	8/23/2007 2242 H	rs GMT	Delivery Bunkers	i	IFO	HT £16.400
Hire To	12/9/2007 2242 H	rs gwt	Redelivey Bunke	rs	MDQ IFQ	48,700 6 16,400
Hire Rat :	008,08 08U		IFO PRICE MDO PRICE	395.00 675.00		46.700
Total No of d	ays on Hire	10	B			
Hire	95 Days 13 Days	At USD At USD	80,900 85,000			5,785, 500.00 845, 100.00
Commission			3.75%		248,643,75	
Bunkers on D IFO MDO	elivery 616.400 MT 48.700 MT	At USD At USD	395.00 875.00			243,478.00 31,622,50
Est bunkers on IFO MDO OFF HIRE ENG	redely 616.400 MT 46.700 MT 3INE PROBLEM	At USD At USD	395,00 675,00		243,478.00 31,522.50	
29.09.07 (100) COMMISSION	HRS/0815HRS 0.30208 DAYS	At USD	60,900.00 3.75%		18,395.67	f 59.88
MDO CON ISUN CVE	0.7552083 MT	AT USD	\$ 75,00		509.77	
Cablea/Er (erta Intermediate H In Lieu of Hold	loid Cleaning	ALUSD ALUSD ALUSD	1,300.00 Per	Month	13. 09	4,8 80.00 7,000.00 5,600.00
CASH					1,120,501.75 879,684.84 783,513.18 806,276.89 881,639.64 155,857.29 200,000.00 368,073.30 175,975.80 446,742.87 ,161,030,24 6	

Balance in Owners Favour

762,310.14

owners	I'ULL STY	E BANKING DI	TAILS AS FOLLOWS

BANK

NORDEA BANK FINLAND PLC

LONDON BRANCH

SWIFT

NDEAGB2L

ACCOUNT 10

0054105053

IBAN NO

CREDIT OF

GB25NDEA40467854105053 BRITISH MARINE PLC

J P MORGAN BANK

COVER TH YOUGH

NEW YORK

SWIFT

CHASUS33